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Should you have any queries, please contact Commercial@SmartDCC.co.uk

SCHEDULE 15
PROJECT PLAN

1. PHASES

1.1 The Services shall be delivered by the Contractor in accordance with the following three (3) phases (each a "**Phase**" and together the "**Phases**"):-

Phase	Scope	
"Mobilisation Phase"	<p>The mobilisation of the Contractor to deliver the software development services.</p> <p>Delivery of the requirements set out in:-</p> <ul style="list-style-type: none"> • Paragraph 5 of Schedule 3 (<i>DCC Requirements</i>) 	<p>Delivery of the requirements set out in:-</p> <ul style="list-style-type: none"> • Paragraph 3 of Schedule 3 (<i>DCC Requirements</i>); • Paragraph 4 of Schedule 3 (<i>DCC Requirements</i>); and • Paragraph 8 of Schedule 3 (<i>DCC Requirements</i>).
"Development Phase"	<p>Delivery of the software development services in accordance with Schedule 4 (<i>Agile Development Methodology</i>).</p> <p>Delivery of the requirements set out in:-</p> <ul style="list-style-type: none"> • Paragraph 6 of Schedule 3 (<i>DCC Requirements</i>). 	
"Transition to Live Phase"	<p>Delivery of the requirements set out in:-</p> <ul style="list-style-type: none"> • Paragraph 4 of Schedule 3 (<i>DCC Requirements</i>); and • Paragraph 7 of Schedule 3 (<i>DCC Requirements</i>). <p>Ending with issuance of the Milestone Achievement Certificate for Milestone 5 (<i>Exit from UIT into Live</i>).</p>	

2. REPORT DELIVERY PROJECT PLAN

Contents

2.1 The Report Delivery Project Plan shall:-

- 2.1.1 be delivered to the DCC within fifteen (15) Business Days of the Commencement Date;
- 2.1.2 set out the Contractor's proposed methodology for achieving an orderly, timely and co-ordinated delivery of the Services in Paragraph 8 of Schedule 3 (*DCC Requirements*);
- 2.1.3 include the Contractor's proposed timescales for Acceptance of the Reports;
- 2.1.4 clearly outline:-
 - (a) the steps required to complete:-
 - (i) Milestone 1 (*Completion of Report 1*); and
 - (ii) Milestone 2 (*Completion of Report 2*); and
 - (b) the required roles and responsibilities of both Parties; and
- 2.1.5 be sufficient to ensure that the Contractor will be able to Achieve:-
 - (a) Milestone 1 (*Completion of Report 1*); and
 - (b) Milestone 2 (*Completion of Report 2*),by the relevant Milestone Date.

Approval

- 2.2 Within five (5) Business Days of receipt of the Report Delivery Project Plan, the DCC shall review the Report Delivery Project Plan.
- 2.3 Where not approved, the DCC may (acting reasonably) reject the Report Delivery Project Plan, in which case:-
 - 2.3.1 the DCC shall inform the Contractor in writing of its reasons for its rejection; and
 - 2.3.2 the Contractor shall then revise the Report Delivery Project Plan, taking reasonable account of the DCC's comments, and shall re-submit a revised draft Report Delivery Project Plan to the DCC for the DCC's approval within five (5) Business Days of the date of the DCC's notice of rejection. The provisions of this Paragraph 2.3 shall apply again to any resubmitted draft Report Delivery Project Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 2.4 Once approved, each Party shall comply with its obligations under the Report Delivery Project Plan.

3. PROJECT PLAN

Contents

- 3.1 The Project Plan shall:-

- 3.1.1 be delivered to the DCC along with Milestone 2 (*Completion of Report 2*);
 - 3.1.2 set out the Contractor's proposed methodology for achieving an orderly, timely and co-ordinated delivery of all the Services pursuant to this Agreement and in accordance with the Phases;
 - 3.1.3 include the Contractor's proposed timescales to complete testing and release into the live environment;
 - 3.1.4 clearly outline:-
 - (a) the steps required to complete Testing in respect of:-
 - (i) Milestone 3 (*Entry into Physical SIT*);
 - (ii) Milestone 4 (*Exit from Physical SIT*); and
 - (iii) Milestone 5 (*Exit from UIT into Live*); and
 - (b) the required roles and responsibilities of both Parties; and
 - 3.1.5 be sufficient to ensure that the Contractor will be able to Achieve:-
 - (a) Milestone 3 (*Entry into Physical SIT*);
 - (b) Milestone 4 (*Exit from Physical SIT*); and
 - (c) Milestone 5 (*Exit from UIT into Live*).
- by the relevant Milestone Date.

Approval

- 3.2 Within ten (10) Business Days of receipt of the Project Plan, the DCC shall review the Project Plan.
- 3.3 Where not approved, the DCC may (acting reasonably) reject the Project Plan, in which case:-
 - 3.3.1 the DCC shall inform the Contractor in writing of its reasons for its rejection; and
 - 3.3.2 the Contractor shall then revise the Project Plan, taking reasonable account of the DCC's comments, and shall re-submit a revised draft Report Delivery Project Plan to the DCC for the DCC's approval. The provisions of this Paragraph 3.3 shall apply again to any resubmitted draft Project Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 3.4 Once approved, each Party shall comply with its obligations under the Project Plan.

4. UPDATES TO AND MAINTENANCE OF THE PLANS

4.1 The Contractor shall review and update each Plan so as to ensure that it accurately reflects then current Services and the manner in which they are provided, and otherwise continues to comply with the requirements of this Schedule 15:-

4.1.1 in respect of the Project Plan, after Achievement of Milestone 2 (*Report 2*), on a monthly basis by no later than four (4) Business Days from the end of each calendar month; and

4.1.2 within five (5) Business Days after a request from the DCC.

4.2 In relation to any updated version of a Plan under Paragraph 4.1, the Parties shall comply with the procedure set out in:-

4.2.1 Paragraph 2.3.2 relating to the approval by the DCC of the updated version of the Report Delivery Project Plan; and

4.2.2 Paragraphs 3.3.2 relating to the approval by the DCC of the updated version of the Project Plan.

5. RELATED PROJECT PLANS

5.1 The Contractor acknowledges that the Project Plan may need to be consistent with, and interoperate with, the format and style of plans of the DCC and other Relevant Service Providers (each a "**Related Project Plan**").

5.2 The Contractor shall promptly provide any co-operation (which may include attendance at workshops with the DCC and Relevant Service Providers), documentation, data, information or other assistance reasonably requested by the DCC or any Relevant Service Provider in relation to the preparation of any Related Project Plan and its alignment with the Project Plan.

6. MILESTONES

6.1 The Contractor shall perform its obligations under this Agreement generally, so as to ensure that each Milestone is Achieved by the applicable Milestone Date.

6.2 All changes to the Milestones shall be subject to the Variation Procedure provided that the DCC may, by giving the Contractor not less than ten (10) Business Days notice, elect to postpone one or more of the Milestones by a period set out in such notice in response to any circumstances outside its reasonable control that impact, or may potentially impact the Smart Metering Programme (including as a result of any direction issued by a Regulatory Body). The Contractor shall, within ten (10) Business Days of the date of such notice, re-issue the then current Plans taking into account such revised Milestone Dates for approval by the DCC in accordance with the procedure set out in:-

6.2.1 Paragraph 2.3.2 relating to the approval by the DCC of the updated version of the Report Delivery Project Plan; and

6.2.2 Paragraphs 3.3.2 relating to the approval by the DCC of the updated version of the Project Plan.

7. INDICATIVE MILESTONE DATES

7.1 The Contractor shall propose indicative Milestone Dates for the following Milestones:-

7.1.1 Milestone 3 (*Entry into Physical SIT*);

7.1.2 Milestone 4 (*Exit from Physical SIT*); and

7.1.3 Milestone 5 (*Exit from UIT into Live*)

(the "**Indicative Milestone Dates**").

7.2 The Contractor shall ensure that the Indicative Milestone Dates are the Contractor's best estimates of the dates by which the Contractor is reasonably able to deliver the Services required by each Milestone. Such estimates shall be based on the information provided to the Contractor by (or on behalf of) the DCC.

7.3 The Contractor shall provide to the DCC a document which sets out all assumptions made by the Contractor in respect of the Indicative Milestone Dates ("**Assumptions**").

7.4 The Contractor acknowledges and accepts that Report 2 (including the Indicative Milestone Dates and Assumptions) may be provided to BEIS (and, accordingly, may be used to inform decision making in respect of the SMETS1 Programme).

7.5 The Contractor shall, within twenty (20) Business Days of receiving the:-

7.5.1 Test Approach Document (pursuant to Schedule 17 (*Testing and Acceptance*)); and

7.5.2 Detailed Requirements (pursuant to Schedule 4 (*Agile Development Methodology*),

provide to the DCC:-

7.5.3 written notice that the Indicative Milestone Dates are confirmed by the Contractor; or

7.5.4 revised proposed Milestone Dates together with a report setting out how such revised Milestone Dates have been calculated by reference to the Test Approach Document, Detailed Requirements and the Assumptions, together with all other information reasonably requested by the DCC.

7.6 On receipt of the revised proposed Milestone Dates and supporting information pursuant to Paragraph 7.5.4, the DCC shall review and confirm to the Contractor whether the revised proposed Milestone Dates are accepted. If not accepted, the DCC shall inform the Contractor in writing of its reasons for its rejection and the Contractor shall revise the proposed Milestone Dates (taking reasonable account of the DCC's comments) and shall re-submit revised proposed Milestone Dates to the DCC for the DCC's approval. The provisions of this Paragraph 7.6 shall apply again to any revised proposed Milestone Dates until agreed by the Parties, provided that either Party may

refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

- 7.7 On the date the Contractor gives notice to the DCC that the Indicative Milestone Dates are confirmed (pursuant to Paragraph 7.5.3) or on the date the DCC accepts the revised proposed Milestone Dates (pursuant to Paragraph 7.6), as applicable, the Milestone Dates shall be binding on the parties and such shall be the Milestone Dates for the purposes of this Agreement (and Appendix 1 of this Schedule 15) shall be updated accordingly).

8. MILESTONE ACHIEVEMENT CERTIFICATE

- 8.1 The DCC shall issue a Milestone Achievement Certificate in respect of a given Milestone upon all of the Milestone Criteria having been met within ten (10) Business Days of Achievement.

- 8.2 The Milestone Achievement Certificate shall, where set out in Schedule 22 (*Charges and Invoicing*), entitle the Contractor to invoice the DCC for the relevant Milestone Payment in accordance with the provisions of Schedule 22 (*Charges and Invoicing*).

- 8.3 If:-

8.3.1 the Contractor fails to Achieve a Milestone by the applicable Milestone Date; or

8.3.2 the DCC (acting reasonably) considers that the Contractor will not, or is unlikely to, Achieve a Milestone by the applicable Milestone Date,

then the Parties shall have the rights and remedies, and shall be subject to the obligations, set out in this Agreement, including:-

8.3.3 Clause 8.3 (*Delay*); and

8.3.4 Clause 11 (*Rectification Plan*).

APPENDIX 1
MILESTONES

Ref.	Milestone Name	Milestone Criteria	Milestone Date
1.	Completion of Report 1	<ul style="list-style-type: none"> ▪ Accepted Report 1 delivered to the DCC. ▪ Delivery / Presentation of Report 1 to the DCC (and any third party required by the DCC). 	As soon as reasonably possible after the Commencement Date.
2.	Completion of Report 2	<ul style="list-style-type: none"> ▪ Accepted Report 2 delivered to the DCC. ▪ Presentation of Report 2 to the DCC (and any third party required by the DCC). At the Signature Date the parties envisage this to be a 'show and tell' session on 30 October 2017 and 31 October 2017. 	31 October 2017
3.	Entry into Physical SIT	<ul style="list-style-type: none"> ▪ Testing pursuant to Schedule 4 (<i>Agile Development Methodology</i>) successfully completed. ▪ All Deliverables required pursuant to Schedule 4 (<i>Agile Development Methodology</i>) successfully delivered. ▪ Copy of the Source Code Materials for the Specially Written Software delivered to DCC in accordance with Schedule 4 (<i>Agile Development Methodology</i>), recognising that the Specially Written Software and relevant source code will not be fully developed or tested as at the time of this Milestone. ▪ Satisfaction of entry criteria set out in Paragraph 4 of Schedule 17 (<i>Testing and Acceptance</i>). 	Agreed in accordance with the process set out in Paragraph 7 of this Schedule 15.
4.	Exit from Physical SIT	<ul style="list-style-type: none"> ▪ Test Completion Certificate for Exit from Physical SIT. ▪ All Deliverables required pursuant to this Agreement successfully delivered. ▪ Satisfaction of relevant Testing Activity Exit Criteria. 	Agreed in accordance with the process set out in Paragraph 7 of this Schedule 15.

		<ul style="list-style-type: none"> ▪ Issuance of an Approval to Proceed to UIT, which shall not be unreasonably withheld or delayed. 	
5.	Exit from UIT into Live	<ul style="list-style-type: none"> ▪ Test Stage Completion Certificate for UIT. ▪ All Deliverables required pursuant to this Agreement successfully delivered. ▪ Copy of the Source Code for Specially Written Software delivered to DCC. ▪ Satisfaction of relevant Testing Activity Exit Criteria. 	Agreed in accordance with the process set out in Paragraph 7 of this Schedule 15.

APPENDIX 2

Not Used

APPENDIX 3

Not Used

APPENDIX 4

MILESTONE ACHIEVEMENT CERTIFICATE



To: TRILLIANT NETWORKS (UK) LTD

From: SMART DCC LTD

[date]

Dear Sirs

Milestone Achievement Certificate

Milestone Ref.: [#]

Milestone Name: [insert Milestone name]

Milestone Date: [insert Milestone Date]

Date of Achievement: [insert Achievement Date]

We refer to the agreement relating to the provision of software development and related services in respect of the SMETS1 Smart Metering Programme between **SMART DCC LIMITED** (the "DCC") and **TRILLIANT NETWORKS (UK) LTD** (the "Contractor") dated [Signature Date] (the "Agreement").

The definitions for terms capitalised in this certificate shall have the same meanings given to them in Schedule 1 (*Interpretation and Definitions*) of the Agreement.

This Milestone Achievement Certificate is issued pursuant to Paragraph 7 of Schedule 15 (*Project Plan*).

We confirm that each of the Milestone Criteria for the Milestone (as set out above) was met on [date].

This Milestone Achievement Certificate shall, where set out in Schedule 22 (*Charges and Invoicing*), entitle the Contractor to invoice the DCC for the relevant Milestone Payment in accordance with the provisions of Schedule 22 (*Charges and Invoicing*).

Yours faithfully

[Name]

[Position]

Acting on behalf of SMART DCC LIMITED

SMSO Development Agreement - Trilliant